

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
NORTHERN DIVISION**

**IN RE:** )  
 )  
**BELLE FOODS, LLC,** ) **Chapter 11**  
 ) **Case No. 13-81963-JAC11**  
**Debtor.** )

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**DEBTOR'S MOTION TO APPROVE  
ABANDONMENT OF CERTAIN PERSONAL PROPERTY**

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**COMES NOW**, Belle Foods, LLC (“Belle Foods” or “Debtor”), as debtor and debtor in possession, and, pursuant to 11 U.S.C. § 554(a), moves this Court to approve Debtor’s abandonment of its interest in a motor vehicle in which Debtor has no equity. In support of this Motion, Debtor states as follows:

**JURISDICTION AND VENUE**

1. On July 1, 2013 (the “Petition Date”), Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Clerk of this Court. Debtor continues to operate its businesses and manage its properties as a debtor in possession pursuant to §§ 1107(a) and 1108.
2. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of Debtor’s chapter 11 cases and this Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

**FACTUAL BACKGROUND**

3. Debtor owns an interest in a 2012 Chrysler Town & Country Minivan, VIN 2C4RC1CG5CR266878 (the “Vehicle”). The Certificate of Title for the Vehicle lists “Belle

Foods LLC or White Jeffrey D” as the owners of the Vehicle. A true and correct copy of the Certificate of Title is attached hereto as Exhibit “A.”

4. In order to purchase the Vehicle, Debtor obtained a loan from Hendrick Chrysler Dodge Jeep (“Seller”) in the amount of \$40,537.41, which loan is evidenced by that certain Retail Installment Sale Contract entered into by and between Debtor, Jeffrey White, and Seller on or about March 9, 2012 (the “Contract”). A true and correct copy of the Contract is attached hereto as Exhibit “B.”

5. Seller’s interest in the Contract was assigned to BBVA Compass. BBVA Compass has a first priority security interest on the Vehicle pursuant to the Contract, which security interest was perfected by virtue of BBVA Compass being listed as the first lienholder on the Certificate of Title.

6. Debtor’s obligations to BBVA Compass under the Contract exceed the value of the Vehicle by approximately \$6,000.00.

7. The Vehicle provides no value to Debtor’s estate, and Debtor has determined that it is in the best interests of its estate and creditors to abandon its interest in the Vehicle.

#### **RELIEF REQUESTED**

8. Debtor has determined it is in its best interests and the best interests of its creditors to sell all or substantially all of its property. To that end, Debtor has begun liquidating certain property that does not provide any value to its estate.

9. The Vehicle does not provide any value to Debtor’s estate, and Debtor has examined the best options to liquidate the Vehicle for the benefit of its creditors. However, Debtor does not have any equity in the Vehicle, and Debtor has determined to abandon its interest in the Vehicle.

10. Given that the Vehicle is burdensome and of inconsequential value to its estate, Debtor requests that the Court (i) authorize Debtor to abandon its interest in the Vehicle to Jeffrey D. White immediately upon entry of an order by the Court approving such abandonment; (ii) direct that Debtor be removed from the Certificate of Title as an owner of the Vehicle; (iii) hold that Jeffrey D. White be deemed the sole owner of the Vehicle and that Jeffrey D. White shall be solely responsible for the obligations under the Contract; and (iv) holding that no claim for a deficiency or otherwise may be asserted against Debtor under the Contract.

**WHEREFORE** Debtor respectfully requests that the Court enter an Order granting this Motion, and for such other and further relief as this Court deems just and appropriate.

/s/ Brent W. Dorner

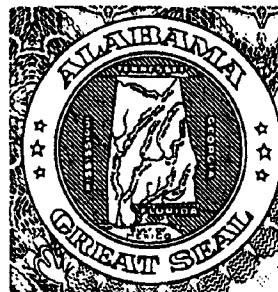
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Brent W. Dorner

Attorneys for Debtor  
BELLE FOODS, LLC

**OF COUNSEL:**

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Facsimile: (205) 458-5100

**EXHIBIT “A”**



770058700967-00

STATE OF  
ALABAMA  
DEPARTMENT OF REVENUE

## CERTIFICATE OF TITLE FOR A VEHICLE

TITLE NO.

45567085

VEHICLE IDENTIFICATION NUMBER

2C4RC1CG5CR266878

TRANS. CODE

01

DATE ISSUED

04/12/2012

YR. MODEL

2012

MAKE

CHRY

MODEL

TOWN &amp; CO

BODY TYPE

PREV AL TITLE NO.

VA

CYL

NEW

USED

DEMO

PURCHASE DATE

NO. LIENS

COLOR

ODOMETER

06

XX

03/09/2012

1

GRY

000064

NAME(S) AND MAILING ADDRESS OF OWNER(S)

BELLE FOODS LLC OR WHITE JEFFREY D  
800 LAKESHORE PARKWAY  
BIRMINGHAM AL 35209

MAIL TO

5.372 / 3.116

RESIDENT ADDRESS IF DIFFERENT

BBVA COMPASS  
PO BOX 830939  
BIRMINGHAM AL 35283-0939

LEGEND(S) ODOMETER READING IS THE ACTUAL MILEAGE

RELEASE OF LIEN  
The holder of Lien on the vehicle described  
in this Certificate does hereby state that the  
lien described in said Certificate of Title is  
released and discharged.

First Lienholder

By \_\_\_\_\_ Signature of Authorized Agent

Date \_\_\_\_\_

Second Lienholder

By \_\_\_\_\_ Signature of Authorized Agent

Date \_\_\_\_\_

CONTROL NUMBER

41187928

This certificate serves as an official document of the Department of Revenue and prima facie evidence that an application for certificate of title has been made for the vehicle described herein, pursuant to the provisions of the Motor Vehicle laws of this state, and the applicant named on the face hereof has been duly recorded as the lawful owner of the vehicle so described. Further, the said vehicle is subject to the security interest by lien(s) shown hereon, if any. But, said described vehicle may be subject to a mechanic's lien or a lien given by statute to the United States, this State or any political subdivision of this State or other encumbrances not required to be filed with this Department.

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VVOIDS THIS TITLE



**EXHIBIT “B”**

RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGEDealer Number 3445315

58700967

Buyer Name and Address (including County and Zip Code)	Co-Buyer Name and Address (including County and Zip Code)	Creditor-Seller (Name and Address)
BELLE FORDS LLC 5000 BIRMINGHAM PKWY BIRMINGHAM AL 35299 JEFFERSON	JEFFREY L. WHITE 5000 BIRMINGHAM PKWY BIRMINGHAM AL 35299 JEFFERSON	HENDRICK CHRYSLER DODGE JEEP 1524 MONTGOMERY HWY HOOVER AL 35216 JEFFERSON

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the terms and conditions of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the Finance Charge below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2012	CHRYSLER TOWN & COUNTRY	2C4RC1CG5CR266878	personal, family or household <input checked="" type="checkbox"/> business <input type="checkbox"/> agricultural

MAR 14 2012

Primary Use For Which Purchased  
 personal, family or household  
 business  
 agricultural

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The interest rate of your credit as a yearly rate 6.64 %	The dollar amount of the credit charge to be paid to us or on your behalf. \$ 8856.75	The amount you will receive from us or from whom you have made all payments as scheduled. \$ 49394.16	The total cost of credit including your down payment of \$ 5000.00 is \$ 58854.16	

## Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 686.83	Monthly beginning 04/23/2012

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 10.00 or 5 % of the part of the payment that is late, whichever is greater, not to exceed \$ 10.00.  
Prepayment. If you pay off all your debt early, you will not have to pay a penalty.  
Security Interest. You are giving a security interest in the vehicle being purchased.  
Additional Information: See the contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

## ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 1391.96 sales tax) \$ 38811.96 (1)

2 Total Downpayment =

Trade-in  
(Year) (Model) (Model)Gross Trade-In Allowance \$ N/A  
Less Pay Off Made By Seller \$ N/A  
Equals Net Trade In \$ N/A  
+ Cash \$ N/A  
+ Other MFG REBATES \$ 1500.00  
(Total downpayment is negative, enter "0" and see 4H below) \$ 1500.00 (2)3 Unpaid Balance of Cash Price (1 minus 2) \$ 36511.96 (3)

4 Other Charges including Amounts Paid to Others on Your Behalf

(Seller may keep part of these amounts):

A. Cost of Optional Credit Insurance Paid to Insurance Company or Companies

Life \$ N/A  
Disability \$ N/A  
B. Other Optional Insurance Paid to Insurance Company or Companies \$ N/A  
C. Optional Gap Contract \$ 800.00  
D. Official Fees Paid to Government Agencies \$ N/A  
E. Government Taxes Not Included in Cash Price \$ N/A  
F. Government License and/or Registration Fees \$ N/A  
G. Government Certificate of Title Fees \$ 1.50  
H. Other Charges (Seller must identify who is paid and describe purpose) \$ N/ATotal Other Charges and Amounts Paid to Others on Your Behalf \$ 4925.45 (4)5 Amount Financed (3 + 4) \$ 40537.41 (5)

OPTIONAL GAP CONTRACT: A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4C of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of the contract.

Term 72 Mo. HENDAG INC Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X JohnOPTION:  You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/AYear SELLER'S INITIALS

NO COOLING OFF PERIOD  
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X John Date 03/09/12 Co-Buyer Signs X John Date 03/09/12

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements. Any dispute resolution agreement you sign with us or an assignee of this contract will apply to claims related to this contract.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract and any dispute resolution agreement you signed with this contract. You confirm that before you signed this contract and any dispute resolution agreement, we gave it to you, and you were free to take them and review them, and acknowledge that you have read both sides of the contract, including the arbitration clause on the reverse side, before signing below. You confirm that you received a completely filled-in copy of these documents when you signed them.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Buyer Signs X John Date 03/09/12 Co-Buyer Signs X John Date 03/09/12

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X Sharon Address 1066 Mingo Seller signs John Date 03/09/12

Seller assigns its interest in this contract to BBVA COMPASS (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse  Assigned without recourse  Assigned with limited recourse

HENDRICK CHRYSLER DODGE JEEP Sharon Date 03/09/12

Seller John Date 03/09/12

Law Form No. 955-AI-478-400 U.S. Patent No. 5,000,000  
Not for use in California, Florida, Massachusetts, New Jersey, New York, Rhode Island, or Vermont. For use in California, Florida, Massachusetts, New Jersey, New York, Rhode Island, or Vermont, see Form 955-AI-478-400.

ORIGINAL LIENHOLDER

## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment first to the earned and unpaid part of the Finance Charge, and then to the unpaid part of the Amount Financed.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Your right to refinance a balloon payment.** A balloon payment is a scheduled payment that is more than one and one half times as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you have the right to refinance the balloon payment when it is due without penalty. You may refinance on terms no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

### 2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security interest.** You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

#### d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate of law permitted.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

#### ARBITRATION CLAUSE

##### PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND PLEADING TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or contract of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties) and the arbitration of any such claim or dispute, shall be governed by the Federal Arbitration Act. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate as a class action. You may, however, file one of the following claims in court under the National Arbitration Program, Box 5019, Minneapolis, MN 55405-0191, or under the American Arbitration Association, 333 Madison Avenue, Floor 10, New York, NY 10017-4600 ([www.adr.org](http://www.adr.org)), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting that arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing law as it exists at the time of the arbitration, in which case the hearing shall be conducted in the state in which you reside unless the arbitrator and the parties agree otherwise. Arbitrators shall be compensated in the federal district court's fee schedule. We will advance your filing, administration, service, or case management fees and your arbitrator or hearing fee all up to a maximum of \$2500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless otherwise provided by law. The arbitrator's award shall be final and binding on all parties except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall bear the burden of proof and shall be responsible for the arbitrator's fees and the costs of the new arbitration, including the costs of the original arbitration. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within the court's jurisdiction, unless an action is transferred, removed or appealed to a different court. Either you or we may file a complaint in small claims court for any self-help remedy. The arbitration clause in this contract does not affect the arbitration clause in this contract. This Arbitration Clause shall survive any termination, payoff or transfer of the contract. If any part of the Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

**CERTIFICATE OF SERVICE**

I hereby certify that I have served a copy of the foregoing document on the attached Master Service List by Notice of Electronic Filing, U.S. First Class Mail or email as indicated on this the 11th day of September, 2013.

/s/ Brent W. Dorner  
OF COUNSEL

**VIA ECF:**

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John White-Spunner, The John White-Spunner Children's Trust,  
The Extended Trust Agreement f/b/o Jay White-Spunner's  
Children Dated October 31, 2002, Jay E, L.L.C., John Rudolph  
Turner, and Marl M. Cummings, III  
David A. Boyett, III  
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